

TERMS & CONDITIONS OF SALE, WARRANTIES & CLAIMS

1st September 2023

These conditions of sale shall apply to all orders given and accepted by The Farnborough Blind Company limited.

In these conditions "The Company" refers to "Farnborough Blind Company Ltd", "The Customer" means the person or company whose order for the goods is accepted by the Company, "The Goods" means the goods, materials or services which the Company is to supply in accordance with the contract.

1. Orders cannot be processed until confirmation is received by the Company, in writing. New customers will be invoiced by Pro-Forma until an account is approved. The first two orders will always be Pro-Forma and the orders will not be processed until payments are received in full.

2. All prices published by the Company are in £ sterling.

3. Prices and specifications are subject to alteration without prior notice and goods will be charged at prices ruling at date of despatch unless otherwise agreed in writing. All prices are subject to Value Added Tax at the rate prevailing at the date of despatch.

4. Payment is strictly 30 days nett. The Company reserves the right not to supply any further Goods until outstanding debts are paid. If the Customer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Company, the Company will charge interest at the rate of 8% over Bank of England base rate. If debt recovery is necessary, then the Company reserves the right to claim interest and costs under the Late Payment of Commercial Debts (Interest) Act 1998 and recover any costs, commissions or fees incurred for the collection of payment including those which may be incurred by using a debt collection agency.

5. The Company is to be informed of any fault or discrepancy in writing within 3 working days from receipt of the Goods. The Company will not accept liability if not notified within this period and the Customer will be deemed to have accepted the Goods.

6. Goods remain the property of the Company until payment due under all contracts between the Company and the Customer have been paid in full.

7a. The Customer shall pay carriage and packing for all orders for Goods unless agreement is reached with the Company prior to despatch.

7b. Under the terms and conditions (copy available on request) of our logistics company, any Goods over 3 metre in length, despatched to a residential address will not be covered for loss or damage, and will only be sent at the Customer's own risk.

8. The Company will make every effort to comply with any delivery date specified in the contract, but does not guarantee delivery by such date and shall not be liable for any loss or damage of any kind for failure to deliver on such stated date.

9. Orders can not be cancelled nor deliveries suspended without prior consent in writing. The Company reserves the right to charge for all or part of the order depending on how far the Goods have progressed within the Company's production processes.

10. Any quotation made from drawings or telephone conversations are subject to confirmation sizes given by the Customer, or in the case where the Company is fixing a site visit.

11. The Company has taken every care to ensure that its price lists, technical literature, brochures and presentation materials are accurate but the Company shall not be liable for any omissions or inaccuracies. In the interest of continuing product development the Company reserves the right to change specifications and/or prices without prior notice.

12. Where the Customer supplies his own materials for the Company to make up, no claims can be made against the Company for short deliveries, and/or short ends, and/or flaws.

13. Safety Devices: We have to comply with the Regulations. The Regulations have been introduced to help to prevent accidental death by way of strangulation to young children caused by them becoming entangled in blind cords. We take our obligations under the Regulations extremely seriously. In the instance of Supply and Fit Goods, these provide that safety devices supplied with Goods must be fitted by us at the time of installation, otherwise we may be negligent and be in breach of the Regulations. Therefore, if the Goods contain any safety device, we will fit this device and ensure that we have complied with the Regulations. In the event that you should instruct us that you do not wish to have such a safety device fitted, then we will refuse to install the Goods. In such an instance, you will still be bound under Contract to take delivery of the Goods and will be liable to pay us the full price under contract including any fitting charge.

14. The Company accepts no liability whatsoever for any loss or damage whether consequential or direct after delivery of the Goods.

15. Warranty period covers 1 year from date of receipt of goods.

16. The Company accepts no liability for warranty claims should the damage or fault be deemed caused through misuse or incorrect fitting by the Customer. In the instance of claims under warranty for supply only goods, installed by others, the Customer is to bear all costs of removal and return of goods to the Company.

17. The undertaking of the Company to make a replacement or refund shall be the absolute limit of the Company's liability to the Customer in respect of any such claim.

18. Any contract formed by acceptance of the Customers' order shall be constructed and governed in all respects according to English Law.

19. These Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously issued by the Company.